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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA

11
12 SINCO TECHNOLOGIES PTE, LTD.,

CASE NO. 3:17CV5517 EMC

13 Plaintiff,

**[PROPOSED ORDER] RE: STIPULATED
14 PROTECTIVE ORDER**

v.

15 SINCO ELECTRONICS (DONGGUAN)
16 CO., LTD.; XINGKE ELECTRONICS
17 (DONGGUAN) CO., LTD; XINGKE
18 ELECTRONICS TECHNOLOGY CO.,
19 LTD.; SINCOO ELECTRONICS
TECHNOLOGY CO., LTD.; MUI LANG
TJOA (an individual); NG CHER YONG
aka CY NG (an individual); and LIEW
YEW SOON AKA MARK LIEW (an
individual),

Defendants.

22 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure ("FRCP"), the undersigned
23 parties have stipulated and agreed to the terms and entry of, and the Court hereby orders the
24 parties to abide by, this Protective Order ("Order"). Information subject to this Protective Order
25 may be used only for the purposes of this litigation.¹

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27 ¹ The remaining defendants are being served pursuant to the Hague Convention. The Second
28 Amended Complaint was filed on February 23, 2018, and thereafter translated and submitted to
the Central Authority for the People's Republic of China.

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GOOD CAUSE STATEMENT

This action is likely to involve trade secrets, customer and pricing lists and other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

STIPULATED PROTECTIVE ORDER

1. PURPOSES AND LIMITATIONS

22 Disclosure and discovery activity in this action is likely to involve the production of
23 confidential, proprietary, trade secret, or private information for which special protection from
24 public disclosure and from use for any purpose other than prosecuting this litigation would be
25 warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the
26 following Order. The parties acknowledge that this Order does not confer blanket protection on
27 all disclosures or responses to discovery and that the protection it affords extends only to the
28 limited information or items that are entitled under the applicable legal principles to treatment as

1 confidential. The parties further acknowledge, as set forth in Section 12, below, that this Order
2 creates no entitlement to file confidential information under seal; sealing of records must be done
3 in accordance with the criteria and procedures set forth in Civil Local Rule ("Civ. L.R.") 79.5.

4 **2. DEFINITIONS**

5 **2.1 Party:** Any party to this action, including all of its officers, directors, employees,
6 consultants, retained experts, and outside counsel (and their support staff).

7 **2.2 Non-Party:** Any natural person, partnership, corporation, association, or other legal
8 entity not named as a Party to this action.

9 **2.3 Disclosure or Discovery Material:** All items or information, regardless of the
10 medium or manner generated, stored, or maintained (including, among other things, testimony,
11 transcripts, or tangible things) that are produced or generated in disclosures or responses to
12 discovery in this matter.

13 **2.4 "CONFIDENTIAL" or "CONFIDENTIAL - ATTORNEY'S EYES ONLY"**
14 **Information or Items:** Information (regardless of how generated, stored or maintained) or tangible
15 things that qualify for protection under standards developed under applicable law or otherwise
16 deemed to be sensitive material worthy of protection pursuant to this Order. Depending on the
17 degree of protection warranted, "CONFIDENTIAL" or "CONFIDENTIAL—ATTORNEYS'
18 EYES ONLY."

19 **2.5 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items:**
20 Extremely sensitive "Confidential Information or Items," representing design specifications,
21 pricing and associated comments and revision histories, formulas, engineering specifications, or
22 schematics that define or otherwise describe in detail the of hardware or component designs,
23 disclosure of which to another Party or Non-Party would create a substantial risk of serious harm
24 that could not be avoided by less restrictive means. By definition, data designated as
25 "CONFIDENTIAL—ATTORNEYS' EYES ONLY," *will be encrypted* by the Producing Party
26 and the Receiving Party shall maintain the encryption and provide the Producing Party a list of
27 individuals who have had access to the data as part of this litigation. If additional individuals are
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1 given access to such data, the Receiving Party shall provide the Producing Party with a list of
2 such individuals within ten (10) days of those individuals' access to the data.

3 **2.6 Receiving Party:** A Party that receives Disclosure or Discovery Material from a
4 Producing Party.

5 **2.7 Producing Party:** A Party or non-party that produces Disclosure or Discovery
6 Material in this action.

7 **2.8 Designating Party:** A Party or non-party that designates information or items that it
8 produces in disclosures or in responses to discovery as "Confidential."

9 **2.9 Protected Material:** Any Disclosure or Discovery Material that is designated as
10 "Confidential."

11 **2.10 Outside Counsel of Record:** Attorneys who are not employees of a Party but who
12 are retained to represent or advise a Party in this action and are competent and experienced in the
13 American legal system.

14 **2.11 Expert:** A person with specialized knowledge or experience in a matter pertinent to
15 the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
16 consultant in this action and who is not a past or a current employee of a Party or of a competitor
17 of a Party's and who, at the time of retention, is not anticipated to become an employee of a Party
18 or a competitor of a Party's. This definition includes a professional jury or trial consultant
19 retained in connection with this litigation.

20 **2.12 Professional Vendors:** Persons or entities that provide litigation support services
21 (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing,
22 storing, retrieving data in any form or medium; etc.) and their employees and subcontractors.

23 **2.13 Employee of the Receiving Party:** A person who is an employee of the Receiving
24 Party who assists with evaluating or maintaining this litigation and who is not involved with
25 patent prosecution or the technical research and development of products. For the avoidance of
26 doubt, this person will not be barred from providing general business advice to the receiving
27 Party.

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1 3. SCOPE

2 The protections conferred by this Order cover not only Protected Material (as defined
3 above), but also (1) any information copied or extracted from Protected Material; (2) all copies,
4 excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations,
5 or presentations by Parties or their Counsel that might reveal Protected Material. The protections
6 conferred by this Stipulation and Order do not cover the following information: (a) any
7 information that is in the public domain at the time of disclosure to a Receiving Party or becomes
8 part of the public domain after its disclosure to a Receiving Party as a result of publication not
9 involving a violation of this Order, including becoming part of the public record when unsealed
10 or filed on the public docket by the Court, or through trial or otherwise; and (b) any information
11 known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the
12 disclosure from a source who obtained the information lawfully and under no obligation of
13 confidentiality to the Designating Party. In the event of a dispute as to the "public" status of
14 information, the burden shall be on the Party challenging the designation to establish that said
15 information is in the public domain and/or was known to the Receiving Party prior to disclosure
16 by the Designating Party. Any use of Protected Material at trial shall be governed by a separate
17 agreement or order.

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations imposed by
20 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court
21 order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all
22 claims and defenses in this action, with or without prejudice; and (2) final judgment hereinafter
23 the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
24 including the time limits for filing any motions or applications for extension of time pursuant to
25 applicable law.

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1 **5. DESIGNATING PROTECTED MATERIAL**

2 **5.1 Exercise of Restraint and Care in Designating Material for Protection.** Each Party
3 or non-party that designates information or items for protection under this Order must take care to
4 limit any such designation to specific material that qualifies under the appropriate standards. A
5 Designating Party must take care to designate for protection only those parts of material,
6 documents, items, or oral or written communications that qualify so that other portions of the
7 material, documents, items, or communications for which protection is not warranted are not
8 swept unjustifiably within the ambit of this Order. By Designating a document, information, or
9 item for protection as “CONFIDENTIAL,” the Designating Party avers that it can and would
10 make a showing to the Court sufficient to justify entry of a protective order covering that
11 document or portion thereof under Civ. L.R. 79.5(e)(1). Mass indiscriminate or routinized
12 designations are prohibited.

13 If it comes to a Party’s or a non-party’s attention that information or items that it
14 designated for protection do not qualify for protection at all, or do not qualify for the level of
15 protection initially asserted, that Party or non-party must promptly notify all other Parties that it is
16 withdrawing the mistaken designation.

17 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order,
18 or as otherwise stipulated or ordered, material that qualifies for protection under this Order must
19 be clearly so designated before the material is disclosed or produced, as follows:

20 (a) **For information in documentary form** (apart from transcripts of depositions
21 or other pretrial or trial proceedings), the Producing Party shall affix the legend
22 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEY’S EYES ONLY” on each page that
23 contains protected material or in the file name or metadata field of the data file produced.

24 A Party or non-party that makes original documents or materials available for inspection
25 need not designate them for protection until after the inspecting Party has indicated which
26 material it would like copied and produced. During the inspection and before the designation, all
27 of the material made available for inspection shall be deemed “CONFIDENTIAL.” After the
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1 inspecting Party has identified the documents it wants to be copied and produced, the Producing
2 Party must determine which documents, or portions thereof, qualify for protection under this
3 Order, then, before producing the specified documents, the Producing Party must affix the legend
4 "CONFIDENTIAL" " or "CONFIDENTIAL - ATTORNEY'S EYES ONLY" on each page that
5 contains Protected Material.

6 (b) (b) For testimony given in deposition or in other pretrial or trial proceedings,
7 the Party or non-party offering or sponsoring the testimony shall identify on the record, before the
8 close of the deposition, hearing, or other proceedings, all protected testimony, and further specify
9 any portions of the testimony that qualify as "CONFIDENTIAL" or "CONFIDENTIAL -
10 ATTORNEY'S EYES ONLY." Alternatively, the Party or non-party that sponsors, offers, or
11 gives the testimony shall have up to ten (10) business days after receipt of the transcript or thirty
12 (30) days after the deposition, whichever comes first, to identify the specific portions of the
13 testimony as to which protection is sought. Only those portions of the testimony that are
14 appropriately designated for protection within the time provided shall be covered by the
15 provisions of this Order.

16 Transcript pages containing Protected Material must be separately bound by the court
17 reporter, who must affix to the top of each such page the legend "CONFIDENTIAL" or
18 "CONFIDENTIAL - ATTORNEY'S EYES ONLY" as instructed by the Party or non-party
19 offering or sponsoring the witness or presenting the testimony.

20 (c) (c) For information produced in writing, in response to a written discovery
21 request, the Producing Party shall state in writing that the information is "CONFIDENTIAL" or
22 "CONFIDENTIAL - ATTORNEY'S EYES ONLY" and indicate on the first page of the written
23 discovery responses that the document contains Protected Material. If only portions of the
24 information or item warrant protection, the Producing Party, to the extent practicable, shall
25 identify the protected portions.

26 (d) (d) For information produced in some form other than documentary, and for
27 any other tangible items, the Producing Party shall affix in a prominent place on the exterior of
28 the container or containers in which the information is stored the legend "CONFIDENTIAL" or

1 “CONFIDENTIAL - ATTORNEY’S EYES ONLY.” If only portions of the information or item
2 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
3 portions.

4 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
5 designate qualified information or items as “CONFIDENTIAL” does not, standing alone, waive
6 the Designating Party’s right to secure protection under this Order for such material. If the
7 material is appropriately designated after the material was initially produced, the Receiving Party,
8 on timely notification of the designation, must make reasonable efforts to assure that the material
9 is treated in accordance with the provisions of this Order. Upon receipt of such supplemental
10 written notice, the Receiving Party must make reasonable efforts to assure that the material is
11 treated in accordance with the provisions of this Order.

12 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

13 6.1 Timing of Challenges. Unless a prompt challenge to a Designating Party’s
14 confidentiality designation is necessary to avoid foreseeable substantial unfairness, unnecessary
15 economic burdens, or a later significant disruption or delay of the litigation, a Party does not
16 waive its right to challenge a confidentiality designation by electing not to mount a challenge
17 promptly after the original designation is disclosed.

18 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
19 process by providing written notice of each designation it is challenging and describing the basis
20 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
21 notice must recite that the challenge to confidentiality is being made in accordance with this
22 specific paragraph of this Order. The Parties shall attempt to resolve each challenge in good faith
23 and must begin the process by conferring directly (in voice to voice dialogue; other forms of
24 communication are not sufficient) within fourteen (14) days of the date of service of notice. In
25 conferring, the Challenging Party must explain the basis for its belief that the confidentiality
26 designation was not proper and must give the Designating Party an opportunity to review the
27 designated material, to reconsider the circumstances, and, if no change in designation is offered,
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1 to explain the basis for the chosen designation. A Challenging Party may proceed to the next
2 stage of the challenge process only if it has engaged in this meet-and-confer process first or
3 establishes that the Designating Party is unwilling to participate in the meet-and-confer process in
4 a timely manner.

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
6 intervention, the Designating Party shall file and serve a motion to retain the designation of
7 confidentiality within 30 days of the initial notice of challenge, unless the Parties agree to a
8 longer period of time. Any motion shall be accompanied by a meet and confer declaration under
9 the FRCP, rule 26(c) (1) and Civ. L.R. 7.5. The Designating Party may request by ex parte
10 application an extension of time from the court within which to file the motion. The Designating
11 Party and Challenging Party shall each submit a competent declaration affirming that such Party
12 has complied with the meet-and-confer requirements imposed in the preceding paragraph and any
13 other applicable law. Failure by the Designating Party to make such a motion, including the
14 required declaration within the applicable time frame, shall automatically waive the
15 confidentiality designation for each challenged designation.

16 In addition, the Challenging Party may file a motion challenging a confidentiality
17 designation at any time if there is good cause for doing so, including a challenge to the
18 designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this
19 provision must be accompanied by a competent declaration affirming that the movant has
20 complied with the meet-and-confer requirements imposed by the preceding paragraph and FRCP,
21 rule 26(c) (1). The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Unless the Designating Party has waived the confidentiality designation by
23 failing to file a motion to retain confidentiality as described above, all Parties shall continue to
24 afford the material in question the level of protection to which it is entitled under the Producing
25 Party's designation until the court rules on the challenge.

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1 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is disclosed or
3 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
4 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
5 the categories of persons and under the conditions described in this Order. Protected Material
6 must be stored and maintained by a Receiving Party at a location and in a secure manner that
7 ensures that access is limited to the persons authorized under this Order. Data designated as
8 “CONFIDENTIAL–ATTORNEYS’ EYES ONLY” *will be encrypted* by the Producing Party and
9 the Receiving Party shall maintain the encryption and provide the Producing Party a list of
10 individuals who have had access to the data as part of this litigation. If additional individuals are
11 given access to such data, the Receiving Party shall provide the Producing Party with a list of
12 such individuals within ten (10) days of their access to the data. When the litigation has been
13 terminated, a Receiving Party must comply with the provisions of Section 11, below.

14 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise ordered
15 by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
16 information or item designated CONFIDENTIAL only to:

17 (a) The Receiving Party’s Outside Counsel of record in this action, as well as
18 employees of said Outside Counsel to whom it is reasonably necessary to disclose the information
19 for this litigation;

20 (b) The officers, directors, and employees of the Receiving Party (as defined in
21 this Order) to whom disclosure is reasonably necessary for this litigation and who have signed the
22 “Acknowledgment and Agreement to be Bound by Protective Order” (Exhibit A);

23 (c) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment
25 and Agreement to be Bound by Protective Order” (Exhibit A);

26 (d) The court and its personnel;

27 (e) Court reporters, their staffs, and professional vendors to whom disclosure

1 is reasonably necessary for this litigation and who have signed the "Acknowledgment and
2 Agreement to be Bound by Protective Order" (Exhibit A);

3 (f) During their depositions, witnesses in the action to whom disclosure is
4 reasonably necessary and who have signed the "Acknowledgment and Agreement to be Bound by
5 Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
6 depositions that reveal Protected Material must be separately bound by the court reporter and may
7 not be disclosed to anyone except as permitted under this Order;

8 (g) The author or recipient of the document or the original source of the
9 information; and

10 (h) Officers, directors, and employees of the Designating Party.

11 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
IN OTHER LITIGATION**

12 If a Receiving Party is served with a subpoena, discovery request or an order issued in
13 other litigation that would compel disclosure of any information or items designated in this action
14 as "CONFIDENTIAL," the Receiving Party must so notify the Designating Party, in writing (by
15 electronic mail or facsimile, if possible) immediately, and in no event more than three court days
16 after receiving the subpoena, discovery request or order. Such notification must include a copy of
17 the subpoena, discovery request or court order.

18 The Receiving Party also must immediately inform in writing the Party who caused the
19 subpoena, discovery request, or order to issue in the other litigation that some or all the material
20 covered by the subpoena, discovery request or order is the subject of this Order. In addition, the
21 Receiving Party must deliver a copy of this Order promptly to the Party in the other action that
22 caused the subpoena, discovery request or order to issue. The Designating Party shall bear the
23 burden and expense of seeking protection in that court of its confidential material – and nothing
24 in these provisions should be construed as authorizing or encouraging a Receiving Party in this
25 action to disobey a lawful directive from another court or its applicable discovery obligations.
26 Further, the Receiving Party shall in no event produce any Protected Material in advance of any
27 deadline imposed by applicable law with respect to the subpoena, discovery request or order.

The purpose of imposing these duties is to alert the interested parties to the existence of this Order and to afford the Designating Party, in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued. The Designating Party shall bear the burdens and the expenses of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to be Bound by Protective Order" that is attached hereto as Exhibit A.

**5 10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL**

17 Production of information that is privileged or otherwise immune from discovery shall be
18 entitled to the protections of FRCP 26(b)(5)(B) and FRCP 502. If information is produced in
19 discovery that is subject to a claim of privilege or of protection as trial-preparation material, the
20 party making the claim may notify any party that received the information of the claim and the
21 basis for it. After being notified, a party must promptly return or destroy the specified information
22 and any copies it has and may not sequester, use, or disclose the information until the claim is
23 resolved. This includes a restriction against presenting the information to the court for a
24 determination of the claim. After being notified, a party must promptly return or destroy the
25 specified information and any copies it has and may not sequester, use, or disclose the
26 information until the claim is resolved. This includes a restriction against presenting the
information to the court for a determination of the claim. The party asserting the privilege is not

1 required to make a showing prior to the return of the designated material except as agreed in the
2 clawback agreement.

3 **11. CLAWBACK AGREEMENT**

4 The parties agree to the following when a protected or privileged document is
5 inadvertently disclosed:

6 A. Any party's production in this proceeding of any documents or other information
7 protected by the attorney-client privilege, attorney work product protection or any other privilege
8 or protection recognized by law (collectively, "Protected Material"), whether inadvertent or
9 otherwise, shall not constitute a waiver of any privilege or protection applicable to that material
10 or subject matter in this or any other state or federal proceeding. Reasonable steps must be taken
11 prior to a party's production in this proceeding, including conducting targeted keyword searches
12 of electronically stored information.

13 B. A party that produces Protected Material (the "Producing Party") may demand that
14 any party receiving Protected Material (the "Receiving Party") return or destroy the Protected
15 Material (the "Clawback Demand"). Such demand shall be made promptly after the Producing
16 Party discovers that the Protected Material was produced and shall state with particularity on a
17 privilege log the Protected Material to be returned or destroyed (including the Bates number of
18 the document, or if no Bates number appears on the document, sufficient information identify the
19 document) and the basis for the claim of privilege or protection.

20 C. Upon receiving a Clawback Demand and privilege log, the Receiving Party shall
21 within five (5) business days, destroy the Protected Material or return it to the Producing Party,
22 including any copies, and notify any third-party to whom the Receiving Party sent such identified
23 Protected Material to return it to the Producing Party or destroy it. The Receiving shall party shall
24 provide written assurance of these actions within five (5) days of receiving a Clawback demand.
25 If the document or information subject to the Clawback Demand contains protected material only
26 in part, then the Producing Party shall, within five (5) business days of the Clawback Demand,
27 produce redacted versions of the documents subject to the Clawback Demand.

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1 D. If the Receiving Party identifies a document or record produced by the Producing
2 Party that appears to be Protected Material it shall immediately notify the Producing Party of the
3 existence of the document, including the Bates number of the document, or if no Bates number
4 appears on the document, sufficient information to identify the document so that the Producing
5 Party may make a Clawback Demand. The Producing Party shall immediately cease the review
6 or discussion of the identified information until the Demand is withdrawn or if no Clawback
7 Demand and Privilege log are not received within ten (10) business days from the initial notice,
8 whichever occurs first.

9 E. If a Receiving Party disagrees with a Producing Party's claim that certain
10 documents or information constitute Protected Material, then, within ten (10) business days of
11 receiving the Clawback Demand, the Receiving Party may move the Court for an Order
12 compelling production of any of the documents or information covered by the Clawback Demand
13 conditioned on their compliance with section C. The motion shall not assert as a ground for
14 production the fact that or circumstances by which such documents or information were
15 previously produced by the Producing Party, nor shall such motion disclose or otherwise refer to
16 the content of the documents or information (beyond any information appearing on the above-
17 referenced privilege log or what is sufficient to identify the document, whichever is less likely to
18 disclose the Protected Material).

19 F. The Producing Party shall not, by reason of producing Protected Material, move to
20 disqualify counsel for any Receiving Party whether or not the Receiving Party contests Producing
21 Party's claim that it is Protected Material.

22 G. The Receiving Party shall not disclose Protected Material to any person or entity
23 that has not already had access to the material after receiving a Clawback Demand.

24 H. This Stipulation and Order may be changed only by further agreement of all
25 parties in writing or by Order of the Court and is without prejudice to the right of any party to
26 seek modification of this Stipulation and Order by application to the Court on notice to the other
27 parties. Nothing in this Stipulation and Order shall preclude any party from seeking judicial relief,
28 in good faith and upon notice to the other parties, with regard to any provision hereof.

1 I. This Stipulation and Order is not limited to documents that disclose Protected
 2 Material. At a deposition of a witness, a party may strike testimony relating to Protected Material
 3 by:

- 4 a. claiming a proper privilege or protection prior to the client giving testimony, or
- 5 b. request that testimony of Protected Material be stricken from the transcript within
 10 days of receipt of the transcript.

6 The same process provided in paragraph 11(E) applies if a party disagrees with the testimony
 7 being designated as Protected Material.

8 J. Nothing in this Stipulation and Order shall restrict the use or disclosure of any
 9 documents or information that are or become public or that are obtained through lawful means
 10 independent of discovery in this proceeding, even if the same documents or information are
 11 produced in this litigation and later designated as Protected Material.

12 K. A party's compliance with the terms of this Stipulation and Order shall not operate
 13 as an admission by that party that any particular document or information is or is not (a) relevant,
 14 (b) privileged, or (c) admissible in this action.

15 **12. FILING PROTECTED MATERIAL**

16 Without written permission from the Designating Party or a court order secured after
 17 appropriate notice to all interested persons, a Party may not file in the public record in this action
 18 any Protected Material. A Party that seeks to file under seal any Protected Material must comply
 19 with Civ. L.R. 79.5.

20 **13. FINAL DISPOSITION**

21 Unless otherwise ordered or agreed in writing by the Producing Party, within sixty (60)
 22 days after the final termination of this action, each Receiving Party ***must return or destroy all***
 23 ***Protected Material to the Producing Party.*** As used in this subdivision, "all Protected Material"
 24 includes all copies, abstracts, compilations, summaries or any other form of reproducing or
 25 capturing any of the Protected Material. With permission in writing from the Designating Party,
 26 the Receiving Party may destroy some or all of the Protected Material instead of returning it.
 27

1 Whether the Protected Material is returned or destroyed, the Receiving Party must submit a
2 written certification to the Producing Party (and, if not the same person or entity, to the
3 Designating Party) by the 60-day deadline that identifies (by category, where appropriate) all the
4 Protected Material that was returned or destroyed and that affirms that the Receiving Party has
5 not retained any copies, abstracts, compilations, summaries or other forms of reproducing or
6 capturing any of the Protected Material. Notwithstanding this provision, Outside Counsel are
7 entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda,
8 correspondence or attorney work product, even if such materials contain Protected Material. Any
9 such archival copies that contain or constitute Protected Material remain subject to this Order as
10 set forth in Section 4, above.

11 **14. MISCELLANEOUS**

12 14.1 Right to Further Relief. Nothing in this Order abridges the right of any person to
13 seek its modification by the court in the future.

14 14.2 Right to Assert Other Objections. By stipulating to the entry of this Order, no
15 Party waives any right it otherwise would have to object to disclosing or producing any
16 information or item on any ground not addressed in this Order. Similarly, no Party waives any
17 right to object on any ground to use in evidence of any of the material covered by this Order.

18 14.3 Privilege Logs. Counsel for a party may withhold documents from production as
19 exempt from discovery because such documents are protected from disclosure under the attorney-
20 client privilege or work product doctrine of FRCP 26(b), or any other applicable privilege or
21 immunity. For documents so withheld, the party withholding the documents shall prepare a log
22 consistent with FRCP 26(b)(5) identifying each document withheld, the protection claimed, and
23 the basis for the protection. Counsel for either party need not list in any such log any privileged
24 documents or communications between their firm and their client created, arising from this action
25 or the State Action 16CV301867.

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1 14.4 This Protective Order shall be binding upon all parties and their attorneys,
2 successors, executors, personal representatives, administrators, heirs, legal representatives,
3 assigns, subsidiaries, divisions, employees, agents, independent contractors, or other persons or
4 organizations over which they have control.

5
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7 Dated: September 17, 2018

8 ROPERS, MAJESKI, KOHN & BENTLEY

9 By: 
10 LAEL D. ANDARA
11 MICHELLE G. TREVINO
12 Attorneys for Plaintiff
13 SINCO TECHNOLOGIES PTE LTD.

14 Dated: September 17, 2018

15 DEHENG LAW OFFICES, PC

16 By: 
17 CHRISTOPHER HOGAN
18 Attorney for Defendant
19 NG CHER YONG aka CY NG

Ropers Majeski Kohn & Bentley
A Professional Corporation
Redwood City

1 **IT IS SO ORDERED.**

2 The foregoing Stipulated Protective Order is hereby entered by the Court.

3 Dated: September 19, 2018



United States District Judge
EDWARD M. CHEN

Ropers Majeski Kohn & Bentley
A Professional Corporation
Redwood City

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Ropers Majeski Kohn & Bentley
 A Professional Corporation
 Redwood City

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND BY PROTECTIVE ORDER

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by United States District Court for the Northern District of California on _____ in the case of *SinCo Technologies PTE, Ltd. v. Liew Yew Soon, et al.*, Case No. 3:17CV5517 EMC. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

Executed this _____ day of _____, 2018, at _____, California.

 (Signature)

 [Print Name]